

East Coast North America to West Coast South America and Caribbean Cooperative Working Agreement

FMC AGREEMENT NO. 203-011463-009 (6th Edition)

FIRST REVISED PAGE NO. 3

ARTICLE 1. NAME

This Agreement shall be known as the "East Coast North America to West Coast South America and Caribbean Cooperative Working Agreement" (the "Agreement").

ARTICLE 2. PURPOSE

The purpose of this Agreement is to enable the Parties to provide efficient competitive ocean common carrier services with greater cost effectiveness and operational efficiency in the trade covered herein.

ARTICLE 3. PARTIES

The Parties hereto are:

COMPAÑIA CHILENA DE NAVEGACIÓN
INTEROCEANICA S.A. ("CCNI")
Plaza de la Justicia 59
CP 237003
Valparaíso, Chile

~~COMPAÑIA SUD-AMERICANA
DE VAPORES S.A. ("CSAV")
P.O. Box 49-V
Valparaíso, Chile~~
HAPAG LLOYD AG ("HLAG")
Ballindam 25
20095 Hamburg, Germany

HAMBURG-SÜDAMERIKANISCHE
DAMPFSCHIFFFAHRTS-GESELLSCHAFT KG
("HSDG")
Willy-Brandt-Strasse 59-61
Hamburg, Germany

~~NORASIA-CONTAINER
LINES LIMITED
18/2, South Street
Valletta VLT 11, Malta~~

ARTICLE 4. GEOGRAPHIC SCOPE

This Agreement shall cover the carriage of cargoes between ports in the United States East Coast and inland and coastal points in the United States and Puerto Rico served via those ports, on the one hand, and ports in the Caribbean, Colombia, Panama, Ecuador, Peru and Chile and inland and coastal points served via those ports (including points in Bolivia and Argentina) on the other hand (hereinafter the "Trade").

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

ARTICLE 5. AGREEMENT AUTHORITY

5.1 The parties may consult and agree upon the deployment and utilization of vessels operated in this Agreement in the Trade including, without limitation, sailing schedules, service frequency, ports to be served, port rotation, type and size of vessels to be utilized, the addition or withdrawal of capacity or vessels from the Trade and the terms and conditions of any such addition or withdrawal. The parties may consult and agree upon the number, type and capacity only of those vessels to be operated for the purpose of this Agreement by each of them. A vessel provided by a party under this Agreement may be chartered from another Agreement party on such terms and conditions as the involved parties may agree. Each party will bear all costs for the vessel(s) it provides, including but not limited to daily running costs, time charter hire, bunkers, port charges, canal dues, dry docking and insurance. This agreement is non-exclusive, and each party may operate or charter space on other vessels in the Trade outside of this Agreement. The maximum number of line-hull vessels to be operated hereunder is up to eight, each vessel having a nominal capacity between 2,500 TEU and 5,000 TEU. The Parties shall be entitled to supply vessels to the Agreement on the following percentages, or as the parties may from time to time otherwise agree: ~~NORASIA~~ HLAG 33.33%; CCNI 33.33%; and HSDG 33.33%. Each Party shall be entitled to utilize space on each vessel operated under the Agreement, northbound and southbound, in accordance with the percentage determined by dividing the number of TEU slots provided by each Party in its participating vessels by the total number of slots provided by all Parties, multiplied by each vessel's declared capacity.

5.2 The Parties may use space chartered under this Agreement regardless of the origin or destination of the cargo, including transshipment of cargo to or from an origin or destination which is within or outside the scope of this Agreement, whether under a through bill of lading or otherwise.

5.3 Payment and terms and conditions for usage of the vessels operated under this Agreement shall be as the Parties may from time to time agree. As used herein, the Parties who from time to time charter vessel capacity from another Party shall be referred to as "Charterer". The Party whose vessel capacity is chartered by another Party for transportation hereunder shall be referred to as "Owner." Except as the Parties may otherwise agree from time to time, no Party shall subcharter or assign space obtained from another Party hereunder without the prior written consent of such other Parties. Subcharters or slot charters to companies under common control of or with a Party shall not require consent of the Parties.

5.4 In connection with their service in the Trade, the Parties may consult and agree among or between themselves and with third parties for the use of terminal facilities, may jointly negotiate and enter into leases, subleases or assignments of such facilities and may contract for stevedoring services, terminal and other related ocean and shoreside services and supplies with

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opinion that such event or occurrence is or may be materially detrimental to this Agreement, or sums that may be owed other than those that would be disputed in good faith may not be paid in full or that their payment may be delayed, then such other Party may give notice in writing of its immediate withdrawal from this Agreement.

9.5 In the event of a termination pursuant to Article 9.3 or 9.4, the Parties shall give prompt written notice to the Federal Maritime Commission.

9.6 The termination of this Agreement pursuant to Article 9.3 or 9.4 shall not terminate or otherwise affect any accrued obligations of each Party to the other Parties under this Agreement which have arisen prior to such termination.

ARTICLE 10. APPLICABLE LAW

This Agreement, and any matter or dispute arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of England; provided, however, that nothing herein shall relieve the Parties of obligations to comply with the Shipping Act of 1984.

ARTICLE 11. NOTICES

All notices and other communications pertaining to this Agreement shall be given in writing addressed to the respective Parties, as follows:

If to CCNI

Compañía Chilena de Navegación Interoceánica S.A.
Plaza de la Justicia 59
Valparaíso, Chile
Fax: 56-32-255949
Attention: Vice President, Liner Services

If to ~~CSAV~~ HLAG

~~Compañía Sud Americana de Vapores S.A.~~ Hapag Lloyd AG
~~Plaza Sotomayor 50~~ Ballindam 25
~~Valparaíso, Chile~~ 20095 Hamburg, Germany
~~Fax: 56-32-2203923~~ Email: Axel.Luedeke@hlag.com
~~Attention: Senior Vice President, Liner Services~~ Axel Luedeke, Senior Director
Network and Cooperations

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If to HSDG

Hamburg-Südamerikanische Dampfschiffahrts-Gesellschaft KG
Willy-Brandt-Strasse 59-61
Hamburg, Germany
Fax:
Attention: Senior Vice President and General Manager

If to NORASIA

~~Norasia Container Lines Limited~~
~~18/2, South Street~~
~~Valletta VLT 11, Malta~~
~~Fax:~~
~~Attention: Senior Vice President, Liner Services~~

ARTICLE 12.

LANGUAGE

This Agreement and all notices, communications or other writings made in connection herewith, shall be in the English language. No Party shall have any obligation to translate such matter into any other language and the wording and the meaning of any such matters in the English language shall govern and control.

ARTICLE 13.

ARBITRATION

13.1 All disputes or differences arising out of or in connection with this Agreement which cannot be amicably resolved shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof, save to the extent necessary to give effect to the provisions of this Article 13. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced, unless when the amount in dispute is less than US\$100,000, in which case the LMAA Small Claim Procedure shall apply. The reference shall be to three arbitrators and the provisions of English law and the LMAA Terms shall apply to their appointment. For the avoidance of doubt each party will be responsible for the fees of its arbitrator. Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

13.2 Notwithstanding the above, the Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Agreement. In

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obligations hereunder to any third-party without the written consent of the other parties hereto.

ARTICLE 15.

CABOTAGE

Notwithstanding that this Agreement covers only international trade, the parties herein state that, during the period governed by this Agreement:

(a) the vessels with non Chilean flag shall not be employed in coastal trade (cabotage) along the Chilean coast (art. 3 of Chilean Law Decree number 3.059, 1979, as amended by Law number 18.454).

(b) no vessel other than a vessel built in, documented under the laws of and owned by citizens of the United States shall transport merchandise between points in the United States, including Districts, Territories and possessions thereof embraced within the U.S. coastwise laws (Section 27 of the Merchant Marine Act, 1920, 46 U.S.C. § 883, as amended).

(c) the same limitations as in (a) and (b) above shall apply to cargo carried in space chartered to other carriers on vessels covered by this agreement.

ARTICLE 16. SEA CARRIER INITIATIVE AND CONTRABAND

All Parties agree to comply strictly with the United States Anti-Drug Abuse Act of 1986 and any re-enactments or amendments thereto. All Parties agree to exercise the highest degree of care and diligence in preventing the carriage of drugs and other contraband aboard the Containerships. Each Party warrants it is a signatory to a Sea Carrier Initiative Agreement with the United States Customs service, that it will remain so as long as it is a party to the Agreement and that it will comply with the provisions of such sea Carrier Initiative agreement.

ARTICLE 17. TRANSITION PROVISIONS

~~_____ A. _____ CSAV is party to a Business Combination Agreement dated April 16, 2014 (the "BCA") whereby CSAV has agreed to transfer its container shipping business to Hapag-Lloyd AG ("HLA").~~

~~_____ B. _____ Pursuant to the BCA, CSAV wishes to transfer the Agreement to NORASIA such that NORASIA will assume all of CSAV's rights, obligations and liabilities under the Agreement (including any such rights, obligations and liabilities arising out of or relating to the Agreement prior to the date hereof), and CSAV shall be released from all of its rights, obligations and liabilities under the Agreement.~~

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~~C. Upon closing of the transaction with HLAG ("Closing"), the shares in NORASIA shall be transferred to the group of HLAG along with the rest of the container shipping business of CSAV resulting in HLAG becoming the indirect sole shareholder of NORASIA.~~

~~D. As of July 1, 2014, CSAV hereby transfers and assigns all its rights, obligations and liabilities under the Agreement to NORASIA and NORASIA hereby accepts the transfer and assignment of, and agrees to assume, all of CSAV's rights, obligations and liabilities under the Agreement.~~

~~E. CSAV may continue to cooperate with the Parties after July 1, 2014, and until the Closing, as necessary or convenient in order to effectuate the completion of operations in process and the orderly transfer of any and all of the assets used in the container shipping business and in the Agreement to NORASIA.~~

~~F. CCNI AND HSDG hereby consent to the transactions described in Article 17.A-E above.~~

~~G. As of the Effective Date, CCNI and HSDG hereby release and forever discharge CSAV from all obligations and liabilities arising under the Agreement and from all manner of actions, causes of actions, suits, debts, damages, expenses, claims and demands whatsoever that CCNI and/or HSDG has or may have against any of the foregoing entities or persons, arising out of or in any way connected to performance under the Agreement.~~

~~H. As of the Effective Date, CSAV releases and forever discharges CCNI and HSDG from all further obligations and liabilities arising under the Agreement, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims and demands whatsoever that CSAV has or may have against any of the foregoing entities or persons, arising out of or in any way connected to performance under the Agreement.~~